

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI**

PERDUE PREMIUM MEAT)
COMPANY, INC., d/b/a Niman Ranch,)
)
 Plaintiff,)
)
 v.)
)
 MISSOURI PRIME BEEF PACKERS,)
 LLC, et al.,)
)
 Defendants.)
 _____)

Case No. 6:22-cv-03009-MDH

ANSWER OF DEFENDANT MISSOURI PRIME BEEF PACKERS, LLC

COMES NOW defendant Missouri Prime Beef Packers, LLC and for its answer to the plaintiff's petition denies and each and every allegation therein unless specifically admitted, and further states as follows:

1.-3. Defendant admits to the allegations in paragraphs 1 to 3 of the petition.

4. As to paragraph 4 of the petition, defendant admits that jurisdiction is proper in the United States District Court for the Western District of Missouri based on the allegations in the petition. Any other allegations in paragraph 4 are denied.

5. Defendant denies the allegations in paragraph 5 of the petition.

6.-7. Defendant is without knowledge and information sufficient to form a belief about the truth of the allegations contained in paragraphs 6 and 7 of the petition, and therefore, denies the same.

8. Defendant admits that Exhibit A is a copy of a processing agreement that was signed but denies that it is an enforceable contract.

9. Defendant admits that plaintiff delivered cattle to defendant for the cutting, trimming and packaging of cattle. Any other allegations in Paragraph 9 are denied.

10. Defendant denies the allegation in paragraph 10 of the petition.

11. Defendant admits the allegations in paragraph 11 of the petition.

12. Defendant denies the allegations in paragraph 12 of the petition.

13. Defendant admits that plaintiff made the allegations stated in paragraph 13 of the petition under the “Upon information and belief” standard. Defendant admits that it continues to process cattle for two customers after January 3, 2022. Any other allegations in paragraph 13 are denied.

14. Defendant admits that the email referenced in paragraph 14 of the petition was sent but denies that there was an enforceable contract.

15.-16. Defendant admits the allegations in paragraphs 15 to 16 of the petition.

17. Defendant denies the allegations in paragraph 17 of the petition.

18. Defendant admits that plaintiff made the allegations stated in paragraph 18 of the petition under the “Upon information and belief” standard. Any other allegations in paragraph 18 are denied.

19. Defendant admits the allegations in paragraph 19 of the petition.

**COUNT ONE
BREACH OF CONTRACT
(Defendant Missouri Prime)**

20. Defendant incorporates paragraphs 1 to 19 of its answer as though fully set forth herein.

21.-23. Defendant denies the allegations in paragraphs 21 to 23 of the petition.

24.-27. Defendant is without knowledge and information sufficient to form a belief about the truth of the allegations contained in paragraphs 24 to 27 of the petition, and therefore, denies the same.

28. Defendant denies the allegations in paragraph 28 of the petition.

29.-30. Defendant is without knowledge and information sufficient to form a belief about the truth of the allegations contained in paragraphs 29 and 30 of the petition, and therefore, denies the same.

COUNT TWO
TORTIOUS INTERFERENCE WITH BUSINESS EXPANCY
(Defendant Nextgen Cattle)

31.-45. Count Two does not contain any type of claim against defendant, so no answer is necessary. To the extent an answer is required, the allegations under Count Two are denied, and defendant denies any liability under Count Two.

46. Defendant reserves the right to assert such defenses, affirmative defenses and/or counterclaims as may be established during discovery and by the evidence of the case.

WHEREFORE, having fully answered the petition, defendant prays that the Court enter judgment in its favor and against plaintiff on its petition, and for such further relief as the Court deems just and equitable.

Respectfully submitted,

/s/ R. Patrick Riordan

R. Patrick Riordan, #MO -44011

Lauren E. Bartee, #KS-001175

RIORDAN, FINCHER

& MAYO, P.A.

3735 SW Wanamaker Road, Suite A

Topeka, KS 66610

TEL: (785) 783-8323

FAX: (785) 783-8327 (fax)

EMAIL: riordan@rfm-law.com

bartee@rfm-law.com

Attorneys for defendant Missouri Prime

Beef Packers, LLC

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of January, 2022, I electronically filed the above and foregoing using the CM/ECF system which sent notification to all parties of interest participating in the CM/ECF system.

/s/ R. Patrick Riordan

R. Patrick Riordan, #MO-44011